

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into as of the 3rd day of February, 2006, by and between ASSESSMENT SOFTWARE SOLUTIONS, INC. ("AS2"), whose principal place of business is 9670 Coyote Court, Noblesville, IN 46060, and JASPER COUNTY, INDIANA, BY AND THROUGH ITS BOARD OF COMMISSIONERS (the "County"), Jasper County Courthouse, Jasper, Indiana.

Recitals:

WHEREAS, AS2 operates an assessment software and consulting firm based in Indiana and possesses certain skills and expertise related to the electronic reporting requirements for county assessors; and

WHEREAS, the Jasper County Assessor has advised the Board of Commissioners that the Assessor's office is in need of certain services necessary to meet state reporting requirements and has recommended that the County contract with AS2 to provide professional services to satisfy the reporting requirements of the State of Indiana;

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. Independent Contractor.

The relationship of the AS2 to the County in providing the goods and services under this Agreement is that of an independent contractor, and no principal-agent or employee relationship is created by this Agreement. The County acknowledges and agrees that AS2 may engage directly or indirectly in other business activities and ventures not otherwise proscribed herein.

2. Support.

In performing its duties under this Agreement, AS2 agrees to work closely with the Jasper County Assessor's office to insure that the County Assessor meets all statutory deadlines. AS2 also agrees to work in conjunction with the Jasper County Assessor's office and other services providers, including but not limited to those associated with reassessment activities and mass appraisal providers, to integrate and transfer information so as to provide information to the County in a uniform format.

3. Historical Data Capture and Submission to the Department of Local Government and Finance (DLGF).

AS2 shall capture all personal property and mobile home data necessary to come into state compliance for the 2003 pay 2004 tax year. AS2 shall complete, format, and submit this data to the Department of Local Government and Finance (DLGF) by the following time schedule:

Personal Property and Mobile Homes

2003 pay 2004 -- Forty Five (45) days from date of commencement.

The Jasper County Assessor's Office and Jasper County Auditor's Office shall make available to AS2 all personal property filings and tax statements for the tax year 2003 pay 2004.

4. Time of Performance.

AS2 shall perform all delivery services provided under this Agreement within forty five (45) days of execution of this Agreement.

5. Price.

AS2 hereby sells its historical data capture and submission to the DLGF professional services for the sum of:

Personal Property and Mobile Homes

2003 pay 2004 -- \$3,000.00

6. Additional On-site Support Services.

AS2 agrees to provide technical support outside the scope of this Agreement that the County Assessor's office may require at the rate of Ninety-five Dollars (\$95.00) per hour.

7. Payment.

AS2 shall invoice the County per the following schedule:
\$3,000.00 to be invoiced upon completion of data capture.

8. Remedies.

The parties agree that the nature of this Agreement is such that monetary damages may afford an insufficient remedy for the nonbreaching party. In the event either party fails to comply with the terms of this Agreement, the nonbreaching party may pursue all legal and equitable remedies, including specific performance and injunctive relief, and may, in addition, recover reasonable attorney fees incurred in the enforcement of the terms of this Agreement.

9. Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties with respect to the subject matter hereof and supercedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

10. Governing Law/Jurisdiction.

This Agreement will be interpreted under the laws of the State of Indiana. The state courts of the State of Indiana, shall have exclusive jurisdiction in this matter, and the parties agree that the courts of Jasper County shall have exclusive venue.

11. Interpretation.

All statutory requirements, as contemplated in the performance of the services to be provided hereunder, will be as the law has been enacted and interpreted by the courts of Indiana.

12. Severability.

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligations of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated.

13. Waiver.

No waiver of any breach of any provision of this Agreement or the failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.

14. Amendment.

This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a writing signed by both parties hereto.

15. Survival.

The provisions of this Agreement relating to confidentiality shall survive the termination of this Agreement.

16. Notices.

All notices required under this Agreement shall be given in writing and deemed sufficient if sent by certified mail to AS2 at: 9670 Coyote Court, Nobles, IN 46060; or to any other such address as given to the other party in writing.

17. Responsibilities.

The final determination of assessed value and true tax value is and shall remain the responsibility of the Jasper County Assessor.

18. Non-Discrimination.

Pursuant to IC 22-9-1-20, AS2 and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to the individual's hire, tenure, terms, conditions, or privileges of employment because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant shall constitute a material breach of this Agreement.

19. Delays.

Whenever AS2 or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall

within fifteen (15) days, provide written notice of the delay to the other party.

20. Assignment/Subcontracting.

AS2 acknowledges that the County is entering into this Agreement upon the specific reliance of the knowledge and expertise of AS2. AS2 may not assign or sub-contract any services to be performed under this Agreement without first obtaining the written consent of the Jasper County Assessor. In the event a third party or subcontractor provides services with the consent of the County Assessor, AS2 understands and agrees that it shall remain responsible for contract performance, and with the compliance of the terms and conditions of this Agreement and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

21. Force Majeure.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and any other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

22. Authority to Execute.

The signatories to this Agreement herein represent and warrant that each of them is duly authorized and empowered to execute this Agreement for and on behalf of the principals they respectively represent.

DATED this 3rd day of February, 2006.

BOARD OF COMMISSIONERS OF JASPER COUNTY, INDIANA

By: Daniel E. McDowell

By: James A. Walstra

By: Kendall Culp

ASSESSMENT SOFTWARE SOLUTIONS, INC.

By: _____
Phillip Folkerts, President